

## EXHIBIT A

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

## PROMISSORY NOTE

Dated: November 16, 2012  
New York, New York

For value received, including payments made by MOSES & SINGER LLP ("M&S") towards settlement of litigation against STEPHEN N. WEISS ("Maker"), Maker hereby unconditionally promises to pay to the order of M&S and its successors and assigns, at its office located at 405 Lexington Avenue, New York, NY 10174-1299, or such other place as the holder of this Note may hereafter specify in writing, ON DEMAND the principal amount of this Note plus interest thereon at the rate specified below. The principal amount of this Note shall be equal to ONE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$1,173,000).

The principal amount of this Note shall bear simple interest from and including the date hereof until due at the fixed rate of seven percent (7%) per annum. If any principal hereof or interest hereon is not paid when due, thereafter all unpaid principal hereof and all past-due interest shall bear simple interest to but excluding the date of payment at the fixed rate of nine percent (9%) per annum. Such interest shall be payable on demand. In no event shall the interest rate applicable at any time to this Note exceed the maximum rate permitted by law.

Nothing herein amends, modifies or supersedes in any way the letter agreement of even date herewith between Maker and M&S or the Agreements dated April 1, 2000 and April 1, 2002 between Maker and M&S.

Maker hereby waives diligence, presentment, notice of dishonor, protest, notice of protest, and all other notices of any kind in connection with this Note, and hereby consents to the extension of the maturity of this Note, to the release or exchange of any collateral now or hereafter securing all or any part of this Note, to the release, in whole or in part, of any other party now or hereafter liable or potentially liable hereon or in respect of any or all of the settled claims, and to the renewal hereof, without notice thereof and without releasing or waiving the rights of the holder of this Note as against any parties liable hereon. The obligations of Maker under this Note shall also be binding upon his heirs and legatees.

If any action or other proceeding is brought against Maker to collect this Note, the holder hereof shall be entitled to recover all court costs and reasonable expenses of collection and enforcement, including, without limitation, attorneys' fees and disbursements (including but not limited to any attorneys' fees of M&S, it being agreed that the standard rates of M&S as in effect from time to time shall be deemed to be reasonable rates).

This Note may not be amended, modified or discharged, nor may any provision hereof be waived, orally, by course of dealing or otherwise, unless such amendment, modification, discharge or waiver shall be in writing and duly executed by the holder hereof. The non-exercise by the holder of this Note of any right or remedy in any particular instance shall not constitute a waiver thereof in that or any other instance. If any provision of this Note is held to be invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Note shall be unaffected thereby.

On receipt of evidence reasonably satisfactory to Maker of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, on receipt of indemnity or security reasonably satisfactory to Maker or, in the case of mutilation, on surrender of the mutilated Note, Maker shall execute and deliver to M&S a new Note of like tenor in lieu of this Note.

The validity, interpretation and enforcement of this Note and matters arising out of or relating to this Note shall be governed by the internal laws of the State of New York (without regard to conflict of laws rules, but including without limitation New York General Obligations Law Section 5-1401) and applicable federal laws of the United States of America.

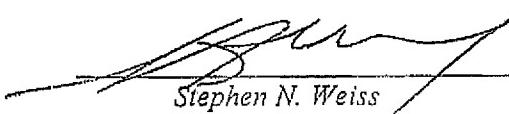
Any legal action or proceeding concerning the validity, interpretation or enforcement of this Note or any matters arising out of or relating to this Note shall be brought exclusively in the courts of the State of New York in the County of New York or of the United States of America for the Southern District of New York located in the County of New York, and Maker hereby consents and submits to the exclusive jurisdiction of those courts in any such legal action or proceeding, waiving any objection to the propriety or convenience of such venues. Maker agrees that final judgment against him in any such legal action or proceeding shall be enforceable in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment.

Maker agrees that any service of process in any legal action or proceeding described in the immediately preceding paragraph may be served upon him by mail or hand delivery if directed to the address for Maker stated below or any other address of Maker. Nothing in this Note shall affect the right of the holder of this Note to serve process in any other manner permitted by law.

MAKER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A JURY TRIAL OF ANY CLAIM, COUNTERCLAIM OR CAUSE OF ACTION CONCERNING THE VALIDITY, INTERPRETATION OR ENFORCEMENT OF THIS NOTE OR ANY MATTERS ARISING OUT OF OR RELATING TO THIS NOTE.

Address of Maker:

90 Prospect Terrace  
Tenafly, New Jersey 07670



Stephen N. Weiss